

NOTE: When the print dialogue box appears, be sure to uncheck the Annotations option.

AO 398 (Rev. 05/00)

32 OCT 11 07 05
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

NOTICE OF LAWSUIT AND REQUEST FOR
WAIVER OF SERVICE OF SUMMONS

OFFICER NICOLE HENKES; star # 7837
TO: (A) OFFICER NICHOLAS PRAZUCH; star # 12733

as (B) of (C)
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

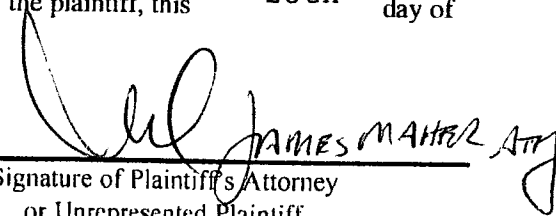
A lawsuit has been commenced against you (or the entity on whose behalf you are addressed). A copy of the complaint is attached to this notice. It has been filed in the United States District Court for the Northern District of Illinois and has been assigned docket number (D) 11-CV-5079.

This is not a formal summons or notification from the court, but rather my request that you sign and return the enclosed waiver of service in order to save the cost of serving you with a judicial summons and an additional copy of the complaint. The cost of service will be avoided if I receive a signed copy of the waiver within (E) 40 days after the date designated below as the date on which this Notice and Request is sent. I enclose a stamped and addressed envelope (or other means of cost-free return) for your use. An extra copy of the waiver is also attached for your records.

If you comply with this request and return the signed waiver, it will be filed with the court and no summons will be served on you. The action will then proceed as if you had been served on the date the waiver is filed, except that you will not be obligated to answer the complaint before 60 days from the date designated below as the date on which this notice is sent (or before 90 days from that date if your address is not in any judicial district of the United States).

If you do not return the signed waiver within the time indicated, I will take appropriate steps to effect formal service in a manner authorized by the Federal Rules of Civil Procedure and will then, to the extent authorized by those Rules, ask the court to require you (or the party on whose behalf you are addressed) to pay the full costs of such service. In that connection, please read the statement concerning the duty of parties to waive the service of the summons, which is set forth at the foot of the waiver form.

I affirm that this request is being sent to you on behalf of the plaintiff, this 28th day of
January October 2006 2011
(Month) (Year)



Signature of Plaintiff's Attorney
or Unrepresented Plaintiff

A---Name of individual defendant (or name of officer or agent of corporate defendant)

B---Title, or other relationship of individual to corporate defendant

C---Name of corporate defendant, if any

D---Docket number of action

E---Addressee must be given at least 30 days (60 days if located in foreign country) in which to return waiver

CPD 0022616

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF ILLINOIS

Waiver of Service of Summons

TO: James Maher
(NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, Officer Nicholas Prazugh, acknowledge receipt of your request
(DEFENDANT NAME)

that I waive service of summons in the action of [REDACTED],
(CAPTION OF ACTION)

which is case number [REDACTED] in the United States District Court
(DOCKET NUMBER)

for the Northern District of Illinois.

I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me.

I agree to save the cost of service of a summons and an additional copy of the complaint in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with judicial process in the manner provided by Rule 4.

I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the summons or in the service of the summons.

I understand that a judgment may be entered against me (or the party on whose behalf I am acting) if an answer or motion under Rule 12 is not served upon you within 60 days after 10/28/11,
(DATE REQUEST WAS SENT)
or within 90 days after that date if the request was sent outside the United States.

(DATE) (SIGNATURE)

Printed/Typed Name: _____

As _____ of _____
(TITLE) (CORPORATE DEFENDANT)

Duty to Avoid Unnecessary Costs of Service of Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the summons and complaint. A defendant located in the United States who, after being notified of an action and asked by a plaintiff located in the United States to waive service of summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver.

It is not good cause for a failure to waive service that a party believes that the complaint is unfounded, or that the action has been brought in an improper place or in a court that lacks jurisdiction over the subject matter of the action or over its person or property. A party who waives service of the summons retains all defenses and objections (except any relating to the summons or to the service of the summons), and may later object to the jurisdiction of the court or to the place where the action has been brought.

A defendant who waives service must within the time specified on the waiver form serve on the plaintiff's attorney (or unrepresented plaintiff) a response to the complaint and must also file a signed copy of the response with the court. If the answer or motion is not served within this time, a default judgment may be taken against that defendant. By waiving service, a defendant is allowed more time to answer than if the summons had been actually served when the request for waiver of service was received.

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF ILLINOIS

Waiver of Service of Summons

TO: James Maher
(NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, Officer Nicholas Prazugh, acknowledge receipt of your request
(DEFENDANT NAME)

that I waive service of summons in the action of [REDACTED],
(CAPTION OF ACTION)

which is case number [REDACTED] in the United States District Court
(DOCKET NUMBER)

for the Northern District of Illinois.

I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me.

I agree to save the cost of service of a summons and an additional copy of the complaint in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with judicial process in the manner provided by Rule 4.

I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the summons or in the service of the summons.

I understand that a judgment may be entered against me (or the party on whose behalf I am acting) if an answer or motion under Rule 12 is not served upon you within 60 days after 10/28/11,
(DATE REQUEST WAS SENT)
or within 90 days after that date if the request was sent outside the United States.

(DATE) (SIGNATURE)

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A defendant who waives service must within the time specified on the waiver form serve on the plaintiff's attorney (or unrepresented plaintiff) a response to the complaint and must also file a signed copy of the response with the court. If the answer or motion is not served within this time, a default judgment may be taken against that defendant. By waiving service, a defendant is allowed more time to answer than if the summons had been actually served when the request for waiver of service was received.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

Waiver of Service of Summons

TO: James Maher
(NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

Officer Nicole Henkes

I, _____, acknowledge receipt of your request
(DEFENDANT NAME)

that I waive service of summons in the action of _____, _____,
(CAPTION OF ACTION)
which is case number _____ in the United States District Court
(DOCKET NUMBER)

for the Northern District of Illinois.

I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me.

I agree to save the cost of service of a summons and an additional copy of the complaint in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with judicial process in the manner provided by Rule 4.

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(DATE REQUEST WAS SENT)
or within 90 days after that date if the request was sent outside the United States.

(DATE) _____ (SIGNATURE)

Printed/Typed Name: _____

As _____ of _____
(TITLE) (CORPORATE DEFENDANT)

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A defendant who waives service must within the time specified on the waiver form serve on the plaintiff's attorney (or unrepresented plaintiff) a response to the complaint and must also file a signed copy of the response with the court. If the answer or motion is not served within this time, a default judgment may be taken against that defendant. By waiving service, a defendant is allowed more time to answer than if the summons had been actually served when the request for waiver of service was received.

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF ILLINOIS

Waiver of Service of Summons

TO: James Maher
(NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, Officer Nicole Henkes, acknowledge receipt of your request
(DEFENDANT NAME)

that I waive service of summons in the action of [REDACTED],
(CAPTION OF ACTION)
 which is case number [REDACTED] in the United States District Court
(DOCKET NUMBER)

for the Northern District of Illinois.

I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me.

I agree to save the cost of service of a summons and an additional copy of the complaint in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with judicial process in the manner provided by Rule 4.

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(DATE REQUEST WAS SENT)
 or within 90 days after that date if the request was sent outside the United States.

(DATE) (SIGNATURE)

Printed/Typed Name: _____

As _____ of _____
(TITLE) (CORPORATE DEFENDANT)

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A defendant who waives service must within the time specified on the waiver form serve on the plaintiff's attorney (or unrepresented plaintiff) a response to the complaint and must also file a signed copy of the response with the court. If the answer or motion is not served within this time, a default judgment may be taken against that defendant. By waiving service, a defendant is allowed more time to answer than if the summons had been actually served when the request for waiver of service was received.

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

[REDACTED])	
Plaintiff)	
vs.)	No. _____
)	
CITY OF CHICAGO; NICOLE HENKES,)	JURY TRIAL DEMANDED
Star # 7837; NICHOLAS PRAZUCH,)	
Star # 12733; and, LONNIE NORMAN,)	
Defendants.)	JUDGE: _____
)	
)	Magistrate Judge: _____

COMPLAINT

NOW COMES the Plaintiff, [REDACTED], by and through his attorney, Mr. James Maher, and for his Complaint states and alleges as follows:

INTRODUCTION

1. This is an action for money damages brought by the Plaintiff as against individual Chicago Police Officers **NICOLE HENKES** and **NICHOLAS PRAZUCH** to redress the violation of his constitutional rights pursuant to 42 U.S.C. 1983 and 1988; pursuant to the Fourth and Fourteenth Amendments to The United States Constitution; and, pursuant to the laws of the State of Illinois in connection with the false arrest of the Plaintiff on or about July 28, 2010.

2. This is also an action for money damages as against [REDACTED], a private citizen, for Illinois State and Chicago municipal claims in connection with the illegal lockout and eviction of the Plaintiff from his home by force and for a battery upon his person on July 28, 2010.

3. It is alleged that [REDACTED] without any lawful authority of any kind forcibly evicted Plaintiff from his residential rental unit by the actual use of violent force on July 28, 2010. It is further alleged that [REDACTED] violently battered Plaintiff during the

course of the illegal eviction of the Plaintiff. Further, that he intentionally and knowingly lied to Defendants Henkes and Prazuch so that he would not be arrested in connection with his unlawful eviction and battery of the Plaintiff. Finally, that he knowingly made a false claim to Defendants Henkes and Prazuch that Plaintiff allegedly assaulted him so that Plaintiff would be arrested and not him.

4. It is alleged that Defendant Chicago Police officers, HENKES and PRAZUCH, knew or should have known that [REDACTED] accusations against the plaintiff were false. Further, that defendants, Henkes and Prazuch, then arrested Plaintiff without probable cause and without cause or justification.

JURISDICTION AND VENUE

5. This Court has subject matter Jurisdiction over Plaintiff's federal claims pursuant to 42 U.S.C. 1983 and 1988; and, 28 U.S.C. 1331 and 1343(a). This court has subject matter jurisdiction over the state and municipal law claims pursuant to the pendent jurisdiction of this court to entertain state law claims pursuant to 28 U.S.C. 1367(a).

6. Venue is proper in this District because all of the conduct complained of occurred in Chicago and within this District.

THE PARTIES

7. Plaintiff, [REDACTED], is an African-American male.

8. The City of Chicago is a Municipal Corporation which at all relevant times was the employer and principal of Chicago Police Officers Nicole Henkes, star # 7837 and Nicholas Prazuch, star # 12733.

9. Officers Henkes and Prazuch are both sued in their individual capacities. At all relevant times, Officers Henkes and Prazuch were sworn police officers employed full time with The City of Chicago/Department of Police. At all relevant times, Officers Henkes and Prazuch acted under color of State law pursuant to powers granted to them pursuant to the regulations, rules, and orders of the City of Chicago/Department of Police. Officers Henkes and Prazuch engaged in the conduct complained of in the course and scope of their employment.

10. [REDACTED] is a private citizen who at all relevant times alleged herein was the landlord of the Plaintiff.

FACTS

11. On or about July 28, 2010, [REDACTED] was a tenant lawfully residing pursuant to a lease agreement in a residential rental unit owned by the defendant/landlord [REDACTED] and located at [REDACTED] basement, in Chicago.

12. On or about July 28, 2010, [REDACTED] was the landlord/owner of the building located at [REDACTED] Street in Chicago. On or about July 28, 2010, [REDACTED] resided at [REDACTED] and/or in Hazel Crest, Illinois.

13. At no time, did the defendant [REDACTED] serve the plaintiff with a notice to terminate plaintiff's lease. At no time did the defendant [REDACTED] file a forcible entry and detainer/eviction lawsuit as against the Plaintiff.

14. On or about July 28, 2010, the defendant [REDACTED] came to the plaintiff's residence and demanded that the plaintiff move out of the unit. When the Plaintiff refused, the defendant began to remove some of Plaintiff's personal items from the residence. When Plaintiff attempted to resist, the defendant [REDACTED] attacked him with a baseball bat.

15. Without cause or provocation on the part of the plaintiff, [REDACTED] attacked, assaulted, and battered the plaintiff striking him repeatedly in the body with the baseball bat and with his hands and feet, knocking plaintiff to the ground and causing him to be severely injured.

16. As a direct result of the attack upon him, Plaintiff suffered a broken arm and other injuries.

17. The Chicago Police Department was notified and Defendant Chicago Police Officers Henkes and Prazuch arrived at the scene a short time after the attack. The defendant officers did not witness the attempted eviction or the attack. By the time the defendant officers arrived, there was no longer any emergency.

18. The defendants Henkes and Prazuch did not perform a proper investigation of this incident. In fact, the defendant officers performed no investigation of this matter.

19. Among other things, the defendants Henkes and Prazuch:

- a. Failed and refused interview the plaintiff regarding what happened;
- b. Failed and refused to investigate after plaintiff told them he was forcibly evicted by [REDACTED];
- c. Failed and refused to investigate after plaintiff told them he was attacked by [REDACTED] with a baseball bat;
- d. Failed and refused to investigate after Plaintiff told them that [REDACTED] had just broken Plaintiff's arm with a baseball bat;
- e. Failed and refused to search for and locate the baseball bat;
- f. Failed and refused to attempt to locate and interview any third party witnesses;
- g. Placed Plaintiff in a police vehicle so that he could not participate or witness the police interview of the defendant [REDACTED];
- h. Failed and refused to permit Plaintiff to sign a criminal complaint against Mr. [REDACTED] and,
- i. Failed and refused to require [REDACTED] to sign a criminal complaint as against the plaintiff prior to arresting the Plaintiff.

20. The Plaintiff told the defendants Henkes and Prazuch that the defendant [REDACTED] had attempted to evict him from his residence and attacked him with a baseball bat and he asked them to arrest [REDACTED]; however, the defendants refused to do so.

21. A short time after the defendants Henkes and Prazuch arrived at the scene, they handcuffed and arrested the plaintiff, charged him with the single offense of assaulting Mr. [REDACTED] and transported him to the 7th District lockup facility. The plaintiff was held against his will from approximately 5:30 P.M on July 28, 2010 until approximately 4:25 A.M. on July 29, 2010.

22. After the defendants Henkes and Prazuch arrested the Plaintiff, the defendant [REDACTED] confiscated the personal property of Plaintiff inside the dwelling and changed the locks to the unit. As a result, Plaintiff was never able to regain possession of the unit.

23. At the time the defendants Henkes and Prazuch arrested the plaintiff, they did not possess a criminal complaint or any other signed documents from the defendant [REDACTED] alleging that Plaintiff had committed any criminal act.

24. At the time the defendants Henkes and Prazuch arrested the Plaintiff, they did not have a valid warrant to arrest the plaintiff and they did not have probable cause to believe that Plaintiff had committed or was about to commit any crime.

25. As a result of the false arrest of the plaintiff, a criminal prosecution was initiated against him charging him with the single crime of simple assault.

26. The criminal action as against Plaintiff was resolved consistent with the innocence of the plaintiff on or about September 17, 2010.

COUNT I

[42 USC 1983- Officers HENKES and PRAZUCH-False Arrest]

27. At all relevant times, Officers Henkes and Prazuch acted under color of state law pursuant to powers granted to him as a sworn police officer with The City of Chicago.

28. The defendants Henkes and Prazuch arrested the plaintiff without probable cause and without lawful justification in violation of Plaintiff's constitutional rights to liberty and due process of law as guaranteed by the Fourth Amendment and Fourteenth Amendments to The United States Constitution.

29. As a direct result of the unconstitutional conduct of the defendants Henkes and Prazuch, plaintiff suffered the loss of his personal liberty along with great pain and emotional distress and he was greatly harmed and damaged.

30. The conduct of the defendants Henkes and Prazuch were performed with malice and in intentional and knowing violation of Plaintiff's civil rights by reason of which plaintiff is entitled to exemplary damages.

WHEREFORE, Plaintiff demands substantial compensatory damages, court costs, and attorney fees pursuant to 42 U.S.C. 1988 against defendants Henkes and Prazuch.

COUNT II

[Common law False Imprisonment-Officers Henkes and Prazuch]

1-30. Plaintiff realleges paragraphs 1-30 of Count I as and for paragraphs 1-30 of this Count II as though fully set forth herein.

31. The intentional conduct of the defendants Henkes and Prazuch constituted a false imprisonment of the plaintiff which was not privileged or reasonable and was otherwise unlawful.

WHEREFORE, Plaintiff demands substantial compensatory damages, court costs and attorney fees as against defendants Henkes and Prazuch.

COUNT III

**Common Law Malicious Prosecution
{Officers Henkes and Prazuch and Defendant [REDACTED]}**

1-30. Plaintiff realleges paragraphs 1-30 of Counts I and II as paragraphs 1-30 of this Count III as though fully set forth herein.

31. As a result of the conduct of the above listed defendants, Plaintiff was subjected to judicial proceedings, namely, a criminal prosecution for simple assault.

32. The above listed defendants all instituted and continued the proceedings falsely and with malice.

33. The proceedings were terminated in plaintiff's favor in a manner consistent with his innocence.

WHEREFORE, Plaintiff demands substantial compensatory damages, court costs and attorney fees as against defendants Henkes and Prazuch and [REDACTED]

**COUNT IV
RESPONDEAT SUPERIOR**

{False imprisonment and malicious prosecution-City of Chicago}

1-30. Plaintiff realleges paragraphs 1-30 of Counts I, II, and III as paragraphs 1-30 of this Count IV as though fully set forth herein.

31. At all relevant times, Officers Henkes and Prazuch were employed full time as sworn Officers with The City of Chicago/ Department of Police and were acting within the scope of their employment with The City of Chicago.

WHEREFORE, Plaintiff demands that in the event Officers Henkes, Prazuch, or other officers are found liable on any of the Counts of this Complaint that judgment be entered against The City of Chicago for any compensatory damages, court costs and attorney fees awarded as against any officers found liable under the legal theory of common law respondeat superior as distinct from the legal theory of statutory indemnity.

COUNT V
STATUTORY INDEMNITY
[42 USC 1983-City of Chicago-745 ILCS 10/9-102]

1-30. Plaintiff realleges paragraphs 1-30 of Counts I-IV as and for paragraphs 1-30 of this Count V as though fully set forth herein.

31. 745 ILCS 10/9-102(2008) provides as follows:

A local public entity is empowered and directed to pay any tort judgment or settlement for compensatory damages for which it or an employee while acting within the scope of his employment is liable...

32. The City of Chicago is the employer of Officers Henkes and Prazuch. At all relevant times, Officers Henkes and Prazuch acted under color of state law and within the scope of their employment as Chicago police officers.

WHEREFORE, Plaintiff demands that in the event Officers Henkes, Parzuch or other officers are found liable on any of the claims set forth as against them that judgment be entered against the City of Chicago for any compensatory damages, court costs, and attorney fees awarded as against any officers found liable under the legal theory of statutory indemnity as distinct from the legal theory of common law respondent superior.

COUNT VI

[Chicago Residential Landlord Tenant Ordinance, *Mun Code, 5-12-010ff*-[REDACTED]

1-30. Plaintiff realleges paragraphs 1-30 of Counts I-V as and for paragraphs 1-30 of this Count VI as though fully set forth herein.

31. At all relevant times, there existed an ordinance known as The Chicago Residential Landlord Tenant Ordinance which provided at section as follows:

It is unlawful for any landlord knowingly to oust or dispossess any tenant from a dwelling unit without authority of law. *Chgo. Mun. Code 5-12-160*

32. Section 180 of the Ordinance provides in relevant part as follows:

Except in cases of forcible entry and detainer actions, the prevailing plaintiff in any action arising out of a landlord's or tenant's application of the rights or remedies made available in this ordinance shall be entitled to all court costs and reasonable attorney's fees...*Chgo Mun. Code 5-12-180*

33. The conduct of the defendant [REDACTED] constituted the very most egregious violation of the above identified ordinance for which the defendant [REDACTED] liable to the plaintiff for two times the amount of actual damages sustained plus court costs and reasonable attorney fees.

WHEREFORE, Plaintiff demands two times his actual damages plus court costs, and attorney fees pursuant to *Chgo. Mun. Code 5-12-180* as against the defendant [REDACTED]

COUNT VII

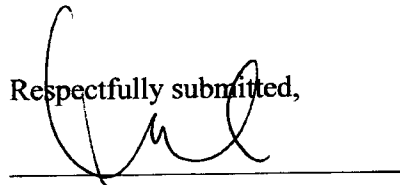
[Common law Assault and Battery-[REDACTED]

1-30. Plaintiff realleges paragraphs 1-30 of Count I as and for paragraphs 1-30 of this Count II as though fully set forth herein.

31. The intentional conduct of the defendant [REDACTED] constituted a harmful and offensive touching and an assault and a battery upon the plaintiff which was not privileged or reasonable and was otherwise unlawful.

WHEREFORE, Plaintiff demands substantial compensatory damages and court costs as against defendant [REDACTED]

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'James Maher', is written over a horizontal line.

James Maher
727 West Touhy Avenue
Suite 206
Chicago, Illinois 60631
(773) 594-6482,
Attorney for Plaintiff.